

UNITED STATES DISTRICT COURT
DISTRICT OF NEW YORK

-----X
IN RE:

22-md-3028 (PAE)

ONE APUS CONTAINER SHIP INCIDENT
ON NOVEMBER 30, 2020

ANSWER TO CROSS-
CLAIM WITH
AFFIRMATIVE
DEFENSES

*This Document Relates to Mitsui
Sumitomo Insurance Co. of America,
et al., Case No. 22 Civ. 08233*
-----X

Defendant YANG MING MARINE TRANSPORT CORP. ("answering defendant"), by its attorneys Mahoney & Keane, LLP, answers the Cross-Claim of Defendant MCL-MULTI CONTAINER LINE INC. d/b/a TRANSPAC CARGOLINE ("TRANSPAC") upon information and belief as follows:

1. Answering Defendant denies knowledge or information sufficient to form a belief as to the allegations contained in paragraphs "1", "2", "3", "4", "5", "6", "7", "8", "10", "11", "13", "14", "15", "18", "19", "20", "21", "22", and "23" of TRANSPAC's Cross-Claim.

2. Answering Defendant denies the allegations contained in paragraphs "9", "12", "16", and "17" of TRANSPAC's Cross-Claim.

AS AND FOR AN ANSWER TO THE FIRST CLAIM FOR RELIEF

3. Answering Defendant repeats and reiterates its responses to the allegations contained in paragraphs "1" through "23" of TRANSPAC's Cross-Claim as if fully set forth herein at length in response to paragraph "24" of TRANSPAC's Cross-Claim.

4. Answering Defendant denies knowledge or information sufficient to form a belief as to the allegations contained in paragraphs "25" and "27" of TRANSPAC's Cross-Claim.

5. Answering Defendant denies the allegations contained in paragraphs "26", "28", and "29" of TRANSPAC's Cross-Claim.

AS AND FOR AN ANSWER TO THE SECOND CLAIM FOR RELIEF

6. Answering Defendant repeats and reiterates its responses to the allegations contained in paragraphs "1" through "23" of TRANSPAC's Cross-Claim as if fully set forth herein at length in response to paragraph "30" of TRANSPAC's Cross-Claim.

7. Answering Defendant denies knowledge or information sufficient to form a belief as to the allegation contained in paragraph "31" of TRANSPAC's Cross-Claim.

8. Answering Defendant denies the allegations contained in paragraphs "32", "33", and "34" of TRANSPAC's Cross-Claim.

AS AND FOR AN ANSWER TO THE THIRD CLAIM FOR RELIEF

9. Answering Defendant repeats and reiterates its responses to the allegations contained in paragraphs "1" through "23" of TRANSPAC's Cross-Claim as if fully set forth herein at length in response to paragraph "35" of TRANSPAC's Cross-Claim.

10. Answering Defendant denies knowledge or information sufficient to form a belief as to the allegation contained in paragraph "36" of TRANSPAC's Cross-Claim.

11. Answering Defendant denies the allegation contained in paragraphs "37" of TRANSPAC's Cross-Claim.

AS AND FOR SEPARATE AND COMPLETE AFFIRMATIVE DEFENSES

12. Answering Defendant repeats, incorporates, and makes applicable to TRANSPAC's Cross-Claim each and every Affirmative Defense contained in Answering Defendant's Answer to plaintiff's Complaint as if fully set forth herein in response to TRANSPAC's Cross-Claim.

WHEREFORE, Answering Defendant demands judgment dismissing TRANSPAC's Cross-Claim and awarding to Answering Defendant costs, fees, including reasonable attorneys' fees and disbursements of this action and additionally requests such other and further relief the Court may deem just and proper.

Dated: New York, New York
March 3, 2023

MAHONEY & KEANE, LLP
Attorneys for Defendant
YANG MING MARINE TRANSPORT CORP.

By: s/ Garth S. Wolfson
Edward A. Keane
Garth S. Wolfson
40 Worth Street, Suite 602
New York, New York 10013
(212) 385-1422